

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff,

v.

COLUMBIA FORD HYUNDAI, INC., a  
Washington corporation,

Defendant.

No.

COMPLAINT TO COLLECT  
TRUST FUNDS

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Washington Teamsters Welfare Trust Fund (hereinafter "Trust").

II.

Defendant is a Washington corporation and accepted the Trust's Agreement & Declaration of Trust (hereinafter "Trust Agreement") and thereby agreed to King County venue for this action.

III.

This Court has jurisdiction over the subject matter of this action under Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C. §185(a).

IV.

Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), because the plaintiff trust fund is administered in this District.

V.

Defendant is a Washington corporation.

VI.

Defendant is bound to a collective bargaining agreement with Local 58 of the International Brotherhood of Teamsters (hereinafter "Local"), under which the Defendant is required to promptly and fully report for and pay monthly contributions to the Trust at specific rates for each hour of compensation (including vacations, holidays, overtime and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Local. Such bargaining unit members are any of the Defendant's part-time or full-time employees who perform any work task covered by the Defendant's collective bargaining agreements with the Local, whether or not those employees ever actually join the Local.

## VII.

Defendant accepted the Plaintiff's Trust Agreement and Declaration and agreed to pay liquidated damages equal to twenty percent (20%) of all delinquent and delinquent payments due to the Trust, together with interest accruing upon such delinquent contributions at varying annual rates from the first day of delinquency until fully paid, as well as attorney's fees and costs the Trust incurs in connection with the Defendant's unpaid obligations.

## VIII.

Plaintiff conducted an audit of the Defendant's payroll records for the period October 1, 2010 through October 31, 2017 regarding amounts owed to the Trust. Defendant failed to fully report all hours for which Defendant paid compensation to its employees represented by the Local during said period and failed to make full payment of Defendant's contributions due to the Trust. Based upon Plaintiff's audit, Defendant is obligated to the Trust for contributions in the amount of \$81,283.68, less payment of \$20,800.00, leaving a balance due for contributions of \$50,483.68. Defendant is further obligated to the Trust for liquidated damages in the amount of \$10,096.74 for the period October 1, 2010 through October 31, 2017, as well as interest accruing until paid in full, and all attorney's fees and costs incurred by the Plaintiff in connection with all of Defendant's unpaid obligations.

## IX.

During the course of the audit, it was found that the Defendant failed to remit contributions for two Parts Countermen and failed to report five Fast Lube Specialists

1 who met the monthly hour threshold in the collective bargaining agreement for  
 2 various months performing bargaining unit work. Based upon Defendant's failure to  
 3 pay the total contributions due for the employment period October 1, 2010 through  
 4 October 31, 2017, Defendant is obligated to the Trust for contributions in the amount  
 5 of \$81,283.68, of which \$20,800 was paid, leaving a balance due of \$50,483.68.  
 6 Defendant is further obligated to the Trust for liquidated damages in the amount of  
 7 \$10,096.76, as well as interest accruing and attorney's fees and costs.  
 8

9 WHEREFORE, Plaintiff prays to the Court for judgment against the Defendant  
 10 as follows:

- 11 A. For contributions in the amount of \$50,483.68;
- 12 B. For liquidated damages in the amount of \$10,096.74;
- 13 C. For all accrued interest;
- 14 D. For all attorney's fees and costs incurred by the Trust in connection with  
 15 Defendant's obligations; and
- 16 E. For such other and further relief as the Court may deem just and  
 17 equitable.  
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19 DATED this 22nd day of January, 2019.

20 Respectfully submitted,

21 REID, McCARTHY, BALLEW & LEAHY,  
 22 L.L.P.

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 24 \_\_\_\_\_  
 25 Russell J. Reid, WSBA #2560  
 26 Thomas A. Leahy, WSBA #26365  
 Attorney for Plaintiff